



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 22, 2015

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE** (Effective July 1, 2015)
CONTRACT NO. GSS15070-CLOTHING
Clothing, Footwear and Scrubs

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors. The award has been split into different sections and not all vendors are awarded all sections. Refer to the Pricing Spreadsheet file associated with this award for specifics on which sections/items each vendor has been awarded. Questions regarding the contract should be directed to the contract officer prior to contacting any vendors.

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one year period from July 1, 2015 through June 30, 2016. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Vendor contact information can be found in the Pricing Spreadsheet associated with this contract award. Vendor are only permitted to provide products under the section(s) they have been awarded.

GSS15070-CLOTHINGV01 ATD American Co. 135 Greenwood Avenue Wyncote, PA 19095-1396 FSF: 0000017913	GSS15070-CLOTHINGV02 Bob Barker Company 134 N. Main Street Fuquay-Varina, NC 27526 FSF: 0000032003
GSS15070-CLOTHINGV03 Dover Army-Navy Store, Inc. 222 W. Loockerman Street Dover, DE 19904 FSF: 0000024816	GSS15070-CLOTHINGV04 Forum-Direct 1930 Hormel Drive San Antonio, TX 78219 FSF: 0000214359
GSS15070-CLOTHINGV05 Graves Uniforms 102 Savannah Road Lewes, DE 19958 FSF: 0000135967	GSS15070-CLOTHINGV06 Hanover Uniform Company 3501 Marmenco Court Baltimore, MD 21230 FSF: 0000006300
GSS15070-CLOTHINGV07 O.D. Taragin & Bros., LLC 1400 Aliceanna Street Baltimore, MD 21231 FSF: 0000005841	GSS15070-CLOTHINGV08 RWM Embroidery & More, LLC 19 Village Square Smyrna, DE 19977 FSF: 0000218071

GSS15070-CLOTHINGV09 Saf-Gard Safety Shoe Co. 2701 Patterson Street Greensboro, NC 27407 FSF: 0000032543	GSS15070-CLOTHINGV10 Specialty Graphics LLC 1950 Old Cuthbert Road, Unit H Cherry Hill, NJ 08054 FSF: 0000254404
GSS15070-CLOTHINGV11 Uniforms Manufacturing, Inc. P.O. Box 12716 Scottsdale, AZ 85267 FSF: 0000022674	GSS15070-CLOTHINGV12 WesJem Inc. Redwing 260 S. Dupont Highway Dover, DE 19901 FSF: 0000256012
GSS15070-CLOTHINGV13 Delaware Correctional Industries 245 McKee Road Dover, DE 19904 FSF: 3804090000	<i>Refer to the Pricing Spreadsheet file associated with this award for specifics on which sections/items each vendor has been awarded.</i>

Delaware Correctional Industries (DCI) has been added to the vendor listing in accordance with Title 29, Chapter 6904 (b) which allows one State Agency to sell to other State Agencies. DCI is authorized to sell Furniture products they assemble from the components purchased from the DCI Components portion of this contract to other State Agencies.

4. **SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

5. **PRICING**

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Prices will remain firm for the term of the contract year. Please refer to the Pricing Spreadsheet document associated with this contract award.

ADDITIONAL TERMS AND CONDITIONS

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6. **BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. **PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15070-CLOTHING on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. REQUIREMENTS

A complete copy of the contract requirements, Scope of Work, can be found in the Request for Proposal document. The following outlines the requirements, by Section, regarding "Fitting/Measuring" for uniforms.

a. CUSTOMER SERVICE/QUALITY CONTROL

1. Active Agency vs. Passive Agency

An active agency is defined as one who gives the vendor a list of items, colors, size and quantities to be inventoried and which will be purchased within a specific period of time. The purpose of being an active agency is to ensure product availability and to reduce the delivery time. An active agency may also be defined as one who gives the vendor advanced notice that his/her agency will be placing an order to facilitate a seasonal change or to uniform a graduating class.

A passive agency is defined as one who has NOT communicated to the vendor of his/her intent to purchase items covered by this contract but still wishes to place an order when the need to do so occurs.

2. Fit

Vendor must fit employee and guarantee the clothing delivered is the correct size as measured/fitted. Vendor is not liable for any weight fluctuations between fitting and delivery.

3. Quality of Clothing

Vendors are hereby informed that clothing shall be first quality, no irregulars.

4. Measurements/Alterations/Tailoring

The cost of measurements, alterations and custom fittings shall be included in the quoted price for each applicable item. The time and date for custom fittings shall be at the convenience of the agency(s).

The successful vendors shall have on the premises tailoring and sewing equipment and skilled tailoring personnel to make quick, expert alterations and to take measurements. The successful vendor shall also have a tailor on duty that shall visit each agency to take measurements (including cadet classes), and make alterations.

When using samples for measuring and alteration purposes, the sample must be the exact style that is to be ordered.

Tailor shall visit the agency, at an agreed upon date, time and location, within 3 to 5 days after notification.

5. Large Uniform Replacements

For large uniform replacements the State Agency will contact the vendor to set up a meeting to discuss logistics. A meeting will be held prior to fittings/measurements to discuss uniform specifics (approved uniform items), schedule for fittings/measurements, timing for order processing approval, estimated delivery timeline based on replacement size, and follow-up meeting schedule. A follow-up meeting will be held once all fittings/measurements are completed to go over any questions on individual orders. Once the order has been approved, in writing, by the State Agency the vendor will communicate, in writing as appropriate, with the Agency as to the status of the order.

6. Delivery Terms

All shipments are made direct to each ordering agency/facility. F.O.B. destination with shipping charges pre-paid. Partial delivery will not be accepted for any item unless prior arrangements have been made with the agency. **Delivery for all clothing items SHALL be within the timeframe outlined in the pricing spreadsheet as “Delivery in Days”. It should be noted, “delivery in days” notated for each item, is for the item only unless the description includes embellishments (silk screen, embroidery, patches). Alterations to any apparel; to include, but not limited to: size/fit alterations, silk screen, embroidery, patches, will increase the “delivery in days” timeline for the product.**

CORRECTIONAL OFFICER SERIES UNIFORM (Part 2 – Section 1) – Standard size items SHALL be delivered within thirty (30) business days. All other items are to be delivered within sixty (60) calendar days. A penalty of \$1.00 per day per item will be charged after sixty (60) calendar days, if the delay is the fault of the vendor. This charge and collection shall be done by the individual agency, upon approval of Government Support Services, with written documentation from vendor meeting(s) as support. Deductions can be made from any outstanding invoices. The only exception to this charge is if the vendor provides written documentation of notice to the Purchasing Administrator from the manufacturer stating that item(s) are on back order.

Vendors are required to identify which size they consider “CUSTOM” sizes and will require a longer shipping time. **This information must be submitted with the bid.**

7. Back Order

It is the responsibility of the vendor to notify the ordering agency, in writing, immediately upon notification from the Manufacturer that an item is on back order. The vendor shall state the reason for the back order and the date the agency can expect delivery. After receiving this information the agency will make the determination to wait for the item or cancel it.

8. Packaging

All deliveries shall be packaged individually and the package shall be clearly marked on the outside with the purchase order number. The packing list shall include detailed information i.e.; customer name and sizes enclosed as needed in accordance with the purchase order to facilitate inspection and distribution of the product at destination. Additional request regarding packaging shall be negotiated between the ordering agency and the vendor.

9. Inspection

Upon delivery, the item(s) shall be inspected by an authorized representative from the respective agency, and if found to be defective or failing in any way to meet the specifications as indicated, it may be rejected.

10. Return Material Authorization

Each ordering agency may return non-conforming material stock or special to the successful bidder at no charge to that agency. Immediate replacement is expected if required by that agency. No restocking charge is authorized for material returned to the successful bidder under non-conforming conditions. Any agency returning stock or special materials to the successful bidder due to the requirement changes may be liable for a (not to exceed) 15% restocking charge.

11. Invoice

All invoices submitted shall be indexed by employee and cost itemized in the following format:

- a. Item description (Manufacturer Name & Item #)
- b. Quantity
- c. Unit price of item(s)
- d. Cost of sewing on buttons, stripes, patches and emblems (if applicable) i.e.
Buttons - \$.85
1/2" nylatwist braid trouser strip - \$6.75
Patch - \$1.00 etc.
- e. Total cost per item
- f. Total cost of the entire order

Any invoice not submitted in the above format will be returned.

12. Catalogs

The successful vendor(s) are required to make available upon request catalogs consisting of all offered items. The catalog shall include complete list of sizes and all colors available and a detailed description of each item sufficient for ordering purposes. Catalogs should be ready and available upon agency request.

The successful vendor(s) are required to offer the State of Delaware a percentage off their standard clothing catalog for those items **not listed** in Appendix B. This percentage shall remain firm for the term of the contract. The vendor(s) is to also offer a percentage off of on-line pricing. Vendor shall ensure that the State of Delaware is afforded the same opportunity as the general public for special/promotional pricing offered on the Internet.

13. Electronic Catalog Service & Training

The awarded vendor may elect to offer on-line catalog ordering service. Access to this service must allow state agencies to purchase any item listed in the vendors standard supply catalog at the applicable contract price. The vendor shall provide end user training when requested by the agency. This training may be on an individual or group basis.

b. PART 1 – SECTION 1

Patches, Emblems, Badges and Insignias

No badges, patches, or insignia that is unique to any State Agency, Division, Section, School District, Political Subdivision, or Volunteer Fire Department may be sold to the general public.

Cost for “sewing” patches on is a separate line item.

c. PART 1 – SECTION 2

Embroidery, Silk Screen, Alterations

- 1) Embroidery: Vendors have identified a minimum order requirement for first order (new design). No minimum requirement on subsequent orders using same design.
- 2) Silk Screen: Vendors have identified a minimum order requirement for first order (new design) as well as a minimum order requirement for subsequent orders using same design.
- 3) Alterations: Included in the price of the initial clothing purchase are: hemming or shortening of sleeves and/or legs based on fittings.

d. PART 1 – SECTION 3

Additional Alterations

Alterations included in the price of the initial clothing purchase include hemming or shortening of sleeves and/or legs based on fittings.

Alterations are available on an as needed basis.

Vendor is required to notify ordering agency once alteration/repair is ready for pick-up.

e. PART 2 – SECTION 1

Correctional Officer Series

The Department of Correction is in the process of updating their Correctional Officer Series uniform. As a result, you will find Part 2 – Section 1 listed twice in Appendix D. The Department anticipates the roll out of the new uniform to take approximately 4 months from the award of this solicitation. To meet the need for uniforms prior to fulfillment of the new uniform, the existing uniform is included in the solicitation for phase out purposes. The Department anticipates the uniform transition to be complete no later than December 31, 2015.

Included in the uniform transition is Part 2 – Section 4, BOP Food Service & Maintenance Services Uniform. Refer to Request for Proposal document associated with this contract for additional specifications.

f. PART 2 – SECTION 2

DOC Color Guard Uniforms

1) Try-On Samples

One Sample per item regardless of color.

- a) The vendor will be required to furnish try-on samples for CERT graduating classes and re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
- b) CERT Graduating Classes, 10 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- c) Cadet Classes, more than 10: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- d) DOC requires that the vendor pack each individual employee's entire Color Guard uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible).

g. PART 2 – SECTION 3

Probation & Parole Officers

1) Try-On Samples

One Sample per item regardless of color.

- a) The vendor will be required to furnish try-on samples for CERT graduating classes and re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
- b) CERT Graduating Classes, 10 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- c) Cadet Classes, more than 10: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- d) DOC requires that the vendor pack each individual employee's entire Color Guard uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible).

h. PART 2 – SECTION 4

BOP Food Service & Maintenance Services Uniform

i. PART 2 – SECTION 5

K-9 Officer and Security Team (DOC)

1) Try-On Samples

One Sample per item regardless of color.

- a) The vendor will be required to furnish try-on samples for CERT graduating classes and re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
- b) CERT Graduating Classes, 10 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- c) Cadet Classes, more than 10: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- d) DOC requires that the vendor pack each individual employee's entire Color Guard uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible).

j. PART 2 – SECTION 8

BCC Special Teams

1) Try-On Samples

One Sample per item regardless of color.

- a) The vendor will be required to furnish try-on samples for CERT graduating classes and re-issues for existing employees. The Department of Correction does not accept measuring as a method for sizing CERT employees.
- b) CERT Graduating Classes, 10 or less: Depending upon the location of the vendor, DOC may send cadets to the local store for trying on clothing samples. This shall be mutually agreed upon between DOC and the vendor. Vendor must be available for this service (with samples) on the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- c) Cadet Classes, more than 10: Vendor will be required to travel to the DOC class location, normally held in our Dover Administration building (245 McKee Road, Dover). Vendors must be available to size individuals, with samples, the first day of the cadet graduating class with 3-5 working days' notice from DOC about an upcoming graduation.
- d) DOC requires that the vendor pack each individual employee's entire Color Guard uniform together and ship when it is a complete order (example: all shirts, trousers, belt will be packed in the same box, bag, etc. to the extent possible).

k. PART 3 – SECTION 1
Courts

1) Fitting/Measuring

Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.

- a) Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
- b) Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

2) Clarification

Shirts have a notation that "Shirts are to be Tailor fitted" Can you clarify? Generally, some individuals require the sides of the shirts to be tapered, while other individuals do not need this done at all. Would you want the price for tapering included in with the shirt or listed as a separate item? **This section applies to the Courts, whom have specifically requested "tailor fit" so please include the cost of "tapering" in the cost of the shirts.**

I. PART 4 – SECTION 1
Professional Uniforms For Other Agencies

1) Fitting/Measuring

Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.

- a) Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
- b) Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

m. PART 4 – SECTION 2

Work Clothing, Tee Shirts and Rainwear

1) Fitting/Measuring

Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.

- a) Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
- b) Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.

n. PART 7 – SECTION 1

Footwear

1) Fitting/Measuring

Agency may require employees to be measured. Try-on samples are not required under this section; however, it is the vendor's responsibility to know who the products they bid run (small, large, short, etc.) to ensure the employees are ordering the appropriate sizes.

- a) Agency site location with 5 or less employees to be measured: Depending upon the location of the vendor, Agency may send employees to the local store for measuring. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor.
- b) Agency site location with more than 5 employees to be measured: Vendor may be asked to travel to the Agency site location to conduct the measurements. Appointments will be scheduled to be mutually agreed upon between the requesting Agency and the vendor, with 3-5 working days' notice.